



STATE OF TENNESSEE
DEPARTMENT OF CHILDREN'S SERVICES
436 6TH AVENUE NORTH
7TH FLOOR, CORDELL HULL BUILDING
NASHVILLE, TENNESSEE 37243-1290

TO: All Interested Residential Providers

FROM: Contracts and Grants Management Unit

DATE: July 28, 2005

SUBJECT: Announcement of Funding

Attached is an announcement of funding for Level 3 Services for the Upper Cumberland Region. A sample contract and the scope of services follow the announcement.

If you are interested in providing these services please complete Sections A, B, and C of the attached Bid Application and return to Kathy Jones at the address above no later than 9:00 A.M. central daylight savings time on Monday August 19, 2005.

We appreciate your interest in providing services for the children of Tennessee.



STATE OF TENNESSEE
DEPARTMENT OF CHILDREN'S SERVICES
ANNOUNCEMENT OF FUNDING
RFS #: 359.30-516
FOR
LEVEL 3

Region:	Upper Cumberland
Level of Service:	Level 3
Requested Number of Beds:	8
Requested Bed Days:	2672
Rate:	192.44
Effective Dates:	From: September 1, 2005 To: June 30, 2006
Service Area:	Upper Cumberland Region or within 75 miles
Population to be served:	Adolescent Males and Females between the ages of 12 and 19
Special Requirements:	Population of children to be served primarily have mental health issues, A&D issues and or behavioral problems requiring treatment 24 hour supervision and counseling services. Willing to accept children for admissions using basic information on the child pending receipt of complete packet. Agency must provide 24 hour access to placement including weekends and holidays.

License(s) required:	DMH/DD Residential Treatment DCS Residential Child Care (Transitional)
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BID APPLICATION FOR RESIDENTIAL SERVICES
State of Tennessee
Department of Children's Services
ANNOUNCEMENT OF FUNDING (RFS #): 359.30-516
RESIDENTIAL SERVICE TYPE: LEVEL 3

SECTION A: REQUIREMENTS FOR CONSIDERATION

Please initial each requirement that is met.

**This section is not scored, but ALL components must be present for application to be considered.
Failure to respond to each item will result in rejection of the bid.**

- _____ Submission made by an agency, which is licensed by and in good standing with the appropriate entity to provide the service(s) required.
License (s) issued by: _____
Effective date (s): _____
License MUST be attached.
- _____ Agency must have public liability insurance that is current.
Insurance policy MUST be attached.
- _____ Facility that will provide the services being purchased located within a 75-mile radius of Region placing Announcement of Funding.
- _____ Agency must be able to meet staff to child ratio dictated by policy.
- _____ No member of your organization may have been convicted of a criminal offense.
- _____ Agency must be able to provide the services and on the date specified as detailed in the AOF.

SECTION B: AGENCY INFORMATION

**Extra-credit points (maximum of 10 points) are added for sections highlighted
Failure to respond to each item may result in rejection of the bid.**

Complete all of the following:

Agency Name: _____

Agency Contact: _____

Agency Address: _____

State of Incorporation: _____ Profit/Nonprofit: _____

E-mail address: _____ Licensed Capacity: _____

Agency phone #: _____ Tax id : _____

Specific Facility Name and Address where services are to be delivered:

Is your agency a minority vendor? (50% of agency ownership is female, disabled or member of a minority race.) _____

Provide the names and phone numbers of at least three entities for which you have provided services in the past. If you are a new entity, provide the names and phone numbers of 3 entities from the following: DCS, local court, well-known community organization and/or church.

(1) Name: _____ Phone: _____

(2) Name: _____ Phone: _____

(3) Name: _____ Phone: _____

List any agency accreditation, official recognition, or certification: _____

Is your agency willing and able to accept referrals on an emergency basis? _____

Is your agency willing to accept referrals after regular business hours? _____

Is your agency willing to accept referrals with abbreviated packets as set forth in the Provider Policy Manual? _____

Does your agency plan to sub-contract any portion of the services? _____

If yes, have you had a previous relationship with the potential subcontractor? _____

If subcontracting is planned, list the subcontractor's name, address, and telephone number.

If subcontracting is planned, provide the names and phone numbers of at least three entities for which subcontractor has provided services in the past. If the subcontractor is a new entity, provide the names and phone numbers of 3 entities from the following:

DCS, local court, well-known community organization and/or church.

(1) _____

(2) _____

(3) _____

SECTION C: ADDITIONAL INFORMATION

PLEASE USE BRIEF RESPONSES.

Failure to respond to each item may result in rejection of the bid.

List the number of staff, ratio, and qualifications that will provide direct services:

0-5 Points based on exceeding minimum requirements for ratio, qualification and training.

Give a brief summary of your ongoing foster parent recruitment training and retention:

0-5 Points based on the plan to obtain and keep quality parents and support parents who need assistance. Also consideration given to agency's efforts to keep children placed within their community.

What is your ratio of residential placements vs. community placements? Explain briefly:

0-5 Points based on the needs of the region and the population to be served.

Outline your agency's plan to provide respite services:

0-5 Points based on the plan's ability to reduce negative effects for children.

List the range of services provided by your agency:

0-25 Points for congruence with and exceeding of the scope of services.

Briefly describe your technological resources:

0-5 Points based on adequacy of resources including fax machines and computers

Identify any and all incident(s) within the last year that have resulted in probation or a corrective action plan:

May lose up to 30 points depending on nature and outcome of issues

State the goals and objectives of your agency:

0-5 Points based on congruence with Path to Excellence and Brian A.

Identify the type of behavior modification/ treatment modality used in your program:

0-15 Points based on evidence based practice

Explain your practice regarding the use of restraints:

0-5 Points based on appropriateness of plan for specific setting

Briefly address your agency's practice on family and sibling visitation:

0-20 Points based on agency's meeting Brian A. and Path to Excellence objectives.

How does your agency currently track and assess your outcomes?

0-5 Points based on existing measures and their congruence with the Path To Excellence and Brian A.

Exhibit I

CONTRACT BETWEEN THE STATE OF TENNESSEE, DEPARTMENT OF CHILDREN'S SERVICES AND [CONTRACTOR NAME]

This Contract, issued under Special Delegated Authority (DA NUMBER), by and between the State of Tennessee, Department of Children's Services (DCS), hereinafter referred to as the "State" and [CONTRACTOR LEGAL ENTITY NAME], hereinafter referred to as the "Contractor," is for the provision of [SHORT DESCRIPTION OF THE SERVICE], as further defined in the "SCOPE OF SERVICES" and Attachment A.

The Contractor is [AN INDIVIDUAL / A FOR-PROFIT CORPORATION / A NONPROFIT CORPORATION / A SPECIAL PURPOSE CORPORATION OR ASSOCIATION / A FRATERNAL OR PATRIOTIC ORGANIZATION / A PARTNERSHIP / A JOINT VENTURE / A LIMITED LIABILITY COMPANY]. The Contractor's address is:

[ADDRESS]

The Contractor's place of incorporation or organization is [STATE OF ORGANIZATION].

A. SCOPE OF SERVICES:

- A.1. The Contractor shall provide up to but not exceeding (NUMBER) client days of (TYPE OF SERVICE) services. This service is more fully described in Attachment A.
- A.2. The Contractor must maintain appropriate licensure required to provide the services covered by this contract. The Contractor must notify the DCS Contracts and Grants Management Division immediately, in writing, of any change in licensure status.
- A.3. The Contractor shall invoice DCS monthly for services provided. Such invoices shall be submitted to DCS not later than thirty (30) days after the end of the month in which the service was rendered.
- A.4. The Department of Children's Services (DCS) shall evaluate each contract annually to ensure accountability, cost-effectiveness of service provision, and achievement of positive outcomes for children and families.

A.4.a. DCS shall evaluate providers in the following areas:

1. Child Safety:

- a) Number and type of founded Child Protective Services (CPS) reports;
- b) Number of runaway incidents;
- c) Number of restraints, seclusion incidents;
- d) Compliance with licensing and contract standards.

2. Movement:

A move is any change in placement location except for temporary breaks in service due to temporary hospitalization, runaway with return, and respite with return to original location. A change in location includes moves from foster home to foster home or from cottage to cottage.

a) Number of children who experienced a move and the number of moves each experienced while being served by the agency.

3. Permanency/Successful Program Completion:

- a) Percentage of children leaving program to permanency placement of reunification or adoption;
 - b) Length of stay in contract for all children discharged to permanency;
 - c) Length of stay in contract for all children remaining in the program;
 - d) Re-entry to custody of child within one year of discharge from the agency to permanency;
 - e) Number of disruptions in placement/discharge with failure to complete program.

4. Family Involvement:

- a) Percent of face-to-face contact between custodial child and siblings;
- b) Percent of face-to-face contacts with parent(s) or adults identified as potential permanency placement on permanency plan;
- c) Percent of children and families involved in service planning.

5. Reporting and Compliance:

- a) Agency will have current required license for services provided;
- b) Agency will comply with submission of required reports, site visits, and data requests in a timely and accurate manner.

A.5. Agencies will be evaluated on ongoing basis in regard to the above factors, with at least an annual review of compliance, service history, and performance in at least a minimum of the areas listed above.

A.6. Each agency will have a DCS approved Continuous Quality Improvement Plan supporting the achievement of performance measures.

A.7. The Contractor must notify the DCS Home County Case Manager and the respective Resource Case Manager prior to the move of a child. Notification of Emergency moves must be made the next business day. A move is any change in placement location including temporary breaks in service due to temporary hospitalization, runaway with return, detention of child, and respite with return to original location. E-mail must be used to notify DCS of a placement change.

A.8. If foster home services are provided as a part of this contract, the Contractor will place children only in foster homes in full compliance with DCS Administrative Policy 16.4 "Foster Home Study, Evaluation and Training Process" on the date of placement.

A.9. Monthly evaluations will occur for notification of placement changes and placement in approved foster homes.

B. CONTRACT TERM:

B.1. Contract Term. This Contract shall be effective for the period commencing on [START DATE] and ending on [END DATE]. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed **[WRITTEN DOLLAR AMOUNT]**, (**\$(NUMBER AMOUNT)**). The Payment Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Payment Rates include, but are not limited to, all applicable taxes, fees, overheads, profit, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with Payment Rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. Compensation Firm. The Payment Rates in Section C.3 and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to increase for any reason unless amended.
- C.3. Payment Methodology. The Contractor shall be compensated based on the Payment Rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor shall be compensated based upon the following Payment Rates:

SERVICE

PAYMENT RATE PER CHILD PER DAY

Type of Service

\$(NUMBER)

A day shall be defined as any period of time in the 24hour period normally considered a day. For each child served, the Contractor shall multiply the payment rate by the number of days the child is in the Contractor's facility and/or program, but not for the date of termination from the program.

The Contractor shall not be compensated for travel time to the primary location of service provision.

The Contractor shall submit monthly invoices, in form and substance acceptable to the State with all of the necessary supporting documentation, prior to any payment. Such invoices shall, at a minimum, include a unique invoice number, specific child identifying information, the dates of service, and the county of service provision.

- C.3.a. If the Contractor fails to comply with the provisions of Section A.3. of the Scope of Services, the Contractor shall forfeit payment for those services.
- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.
- C.5. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.
- C.6. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this contract, not to constitute proper remuneration for compensable services.
- C.7. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the

State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Contractor.

- C.8. Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Contractor by the State. Once this form has been completed and submitted to the State by the Contractor all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract pertaining to "Conflicts of Interest" and "Nondiscrimination" (sections D.6. and D.7.). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Records. The Contractor shall maintain documentation for all charges against the State under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this contract, shall be maintained for a period of three

(3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

- D.9. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.10. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.11. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.12. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.
- D.13. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.14. Force Majeure. The obligations of the parties to this contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
- D.15. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.16. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under **Tennessee Code Annotated**, Sections 9-8-101 through 9-8-407.
- D.17. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.18. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.

- D.19. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

The State:

[NAME AND TITLE OF STATE AGENCY CONTACT PERSON]
[STATE AGENCY NAME]
[ADDRESS]
[TELEPHONE NUMBER]
[FACSIMILE NUMBER]

The Contractor:

[NAME AND TITLE OF CONTRACTOR CONTACT PERSON]
[CONTRACTOR NAME]
[ADDRESS]
[TELEPHONE NUMBER]
[FACSIMILE NUMBER]

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is verbally confirmed by the sender if prior to 4:30 p.m. CST. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. Breach. A party shall be deemed to have breached the Contract if any of the following occurs:
- failure to perform in accordance with any term or provision of the Contract;
 - partial performance of any term or provision of the Contract;
 - any act prohibited or restricted by the Contract, or
 - violation of any warranty.

For purposes of this contract, these items shall hereinafter be referred to as a "Breach."

- a. Contractor Breach— The State shall notify Contractor in writing of a Breach.

- (1) In event of a Breach by Contractor, the state shall have available the remedy of Actual Damages and any other remedy available at law or equity.
- (2) Liquidated Damages— In the event of a Breach, the State may assess Liquidated Damages. The parties agree that due to the complicated nature of the Contractor's obligations under this contract it would be difficult to specifically designate a monetary amount for a Breach by Contractor as said amounts are likely to be uncertain and not easily proven. Regardless of such uncertainty, Contractor and State agree that the State may withhold as liquidated damages five hundred dollars (\$500.00) per child affected by the breach until the Contractor cures the breach, the State exercises its option to declare a partial default, or the State terminates the Contract. Such amount represents the costs and efforts necessary to procure an alternate vendor(s) to provide the defaulted service; re-staff individual cases, provide or perform the contract requirements; and/or facilitate contract compliance by the Contractor. Contractor hereby represents and covenants it has carefully reviewed the Liquidated Damages contained above and agree that said amounts represent a reasonable relationship between the amount and what might reasonably be expected in the event of Breach, and are a reasonable estimate of the damages that would occur from a Breach. It is hereby agreed between the parties that the Liquidated Damages represent solely the damages and injuries sustained by the State in losing the benefit of the bargain with Contractor and do not include any injury or damage sustained by a third party. The Contractor agrees that the liquidated damage amount is in addition to any amounts Contractor may owe the State pursuant to the indemnity provision or other section of this Contract.

The State may continue to withhold the Liquidated Damages or a portion thereof until the Contractor cures the Breach, the State exercises its option to declare a Partial Default, or the State terminates the Contract. The State is not obligated to assess Liquidated Damages before availing itself of any other remedy. The State may choose to discontinue Liquidated Damages and avail itself of any other remedy available under this Contract or at law or equity; provided, however, Contractor shall receive a credit for said Liquidated Damages previously withheld except in the event of a Partial Default.

- (3) Partial Default— In the event of a Breach, the State may declare a Partial Default. In which case, the State shall provide the Contractor written notice of: (1) the date which Contractor shall terminate providing the service associated with the Breach; and (2) the date the State will begin to provide the service associated with the Breach. Notwithstanding the foregoing, the State may revise the time periods contained in the notice written to the Contractor.

In the event the State declares a Partial Default, the State may withhold, together with any other damages associated with the Breach, from the amounts due the Contractor the greater of: (1) amounts which would be paid the Contractor to provide the defaulted service; or (2) the cost to the State of providing the defaulted service, whether said service is provided by the State or a third party. To determine the amount the Contractor is being paid for any particular service, the Department shall be entitled to receive within five (5) days any requested material from Contractor. The State shall make the final and binding determination of said amount.

The State may assess Liquidated Damages against the Contractor for any failure to perform which ultimately results in a Partial Default with said Liquidated Damages to cease when said Partial Default is effective. Upon Partial Default, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount. Contractor agrees to cooperate fully with the State in the event a Partial Default is taken

(4) **Contract Termination**— In the event of a Breach, the State may terminate the Contract immediately or in stages. The Contractor shall be notified of the termination in writing by the State. Said notice shall hereinafter be referred to as Termination Notice. The Termination Notice may specify either that the termination is to be effective immediately, on a date certain in the future, or that the Contractor shall cease operations under this Contract in stages. In the event of a termination, the State may withhold any amounts which may be due Contractor without waiver of any other remedy or damages available to the State at law or at equity. The Contractor shall be liable to the State for any and all damages incurred by the State and any and all expenses incurred by the State which exceed the amount the State would have paid Contractor under this Contract. Contractor agrees to cooperate with the State in the event of a Contract Termination or Partial Takeover.

b. **State Breach**— In the event of a Breach of contract by the State, the Contractor shall notify the State in writing within 30 days of any Breach of contract by the State. Said notice shall contain a description of the Breach. Failure by the Contractor to provide said written notice shall operate as an absolute waiver by the Contractor of the State's Breach. In no event shall any Breach on the part of the State excuse the Contractor from full performance under this Contract. In the event of Breach by the State, the Contractor may avail itself of any remedy at law in the forum with appropriate jurisdiction; provided, however, failure by the Contractor to give the State written notice and opportunity to cure as described herein operates as a waiver of the State's Breach. Failure by the Contractor to file a claim before the appropriate forum in Tennessee with jurisdiction to hear such claim within one (1) year of the written notice of Breach shall operate as a waiver of said claim in its entirety. It is agreed by the parties this provision establishes a contractual period of limitations for any claim brought by the Contractor.

E.5. **Partial Takeover.** The State may, at its convenience and without cause, exercise a partial takeover of any service which the Contractor is obligated to perform under this Contract, including but not limited to any service which is the subject of a subcontract between Contractor and a third party, although the Contractor is not in Breach (hereinafter referred to as "Partial Takeover"). Said Partial Takeover shall not be deemed a Breach of Contract by the State. Contractor shall be given at least 30 days prior written notice of said Partial Takeover with said notice to specify the area(s) of service the State will assume and the date of said assumption. Any Partial Takeover by the State shall not alter in any way Contractor's other obligations under this Contract. The State may withhold from amounts due the Contractor the amount the Contractor would have been paid to deliver the service as determined by the State. The amounts shall be withheld effective as of the date the State assumes the service. Upon Partial Takeover, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

E.6. **Incorporation of Additional Documents.** Included in this Contract by reference are the following documents:

- a. The Contract document and its attachments;
- b. The document entitled "Department of Children's Services Provider Policy Manual for Residential Services" (the Document) including any changes or additions that may subsequently be made.

In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these documents shall govern in order of precedence detailed above.

E.7. **Workpapers Subject to Review.** The Contractor shall make all audit, accounting, or financial analysis workpapers, notes, and other documentation available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Contract.

E.8. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

E.9. Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor's relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed.

E.10. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Contractor to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

E.11. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations.

- a. Contractor warrants to the State that it is familiar with the requirements of HIPAA and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this contract.
- b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and its regulations, in the course of performance of the contract so that both parties will be in compliance with HIPAA.

- c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by HIPAA and that are reasonably necessary to keep the State and Contractor in compliance with HIPAA. This provision shall not apply if information received by the State under this contract is NOT "protected health information" as defined by HIPAA, or if HIPAA permits the State to receive such information without entering into a business associate agreement or signing another such document.

- E.12. Public Accountability. If this Contract involves the provision of services to citizens by the Contractor on behalf of the State, the Contractor agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Contractor agrees to display a sign stating:

"NOTICE: This Contractor is a recipient of taxpayer funding. If you observe an employee engaging in any activity which you consider to be illegal or improper, please call the State Comptroller's toll free hotline: 1-800-232-5454"

Said sign shall be displayed in a prominent place, located near the passageway(s) through which the public passes to receive State funded services.

- E.13. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Contractor shall prohibit smoking of tobacco products within any indoor premises in which services are provided pursuant to this Contract to individuals under the age of eighteen (18) years. The Contractor shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Contract.

- E.14. Date/Time Hold Harmless. As required by **Tennessee Code Annotated**, Section 12-4-118, the contractor shall hold harmless and indemnify the State of Tennessee; its officers and employees; and any agency or political subdivision of the State for any breach of contract caused directly or indirectly by the failure of computer software or any device containing a computer processor to accurately or properly recognize, calculate, display, sort or otherwise process dates or times.

- E.15. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State.

In the event of any such suit or claim, the Contractor shall give the State immediate notice thereof and shall provide all assistance required by the State in the State's defense. The State shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by **Tennessee Code Annotated**, Section 8-6-106.

- E.16. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in **Tennessee Code Annotated**, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System, provides that if a retired member returns to State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor may be

required to repay to the Tennessee Consolidated Retirement System the amount of retirement benefits the Contractor received from the Retirement System during the period of this Contract.

- E.17. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it and its principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;
 - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining attempting to obtain, or performing a public (Federal, State, or Local) transaction or grant under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.
- E.18. Cost Report. If requested by the State, the Contractor shall complete a cost report using the best information available in accordance with the cost reporting instructions. The Contractor shall also Submit its most recent audited financial statements as requested by the State.
- E.19. Occupancy. The Contractor acknowledges that this is a fee for service Contract and that neither the State nor the Contractor can guarantee full occupancy.
- E.20. First Amendment. The Contractor does not waive rights under the First Amendment to the United States Constitution.
- E.21. Drug Free Workplace. The Contractor shall provide a drug-free workplace pursuant to the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F.
- E.22. Financial Information Required. The State must comply with the Office of Management and Budget Circular (OMB) A-87 to claim reimbursement for a portion of the cost of payments made under this contract from the federal government under Title IV-E and/or Title XIX. Information will be periodically required to be submitted by the Contractor to enable DCS to comply with OMB A-87 and facilitate submission of claims to the federal government in accordance with DCS' federally approved cost allocation plan. Contractor will be notified at the time documentation is requested the date the submission is required. The documentation to be submitted by the contractor will include but not limited to:
- a. Annual Contracted Providers Cost Report completing the forms and following the directions provided by the state;
 - b. Program description and two weekly schedules;
 - c. Audited financial statement with audit opinion for the audited period;
 - d. Reconciliation of the Cost Report to the independent audit; and

- e. Letter under separate cover from independent auditor on whether the cost allocation method used by the contractor in the Cost Report appears to be reasonable.

Failure to submit the above-stated documentation on the specified date shall be deemed a breach

of the Contract and the State shall have a right to terminate the contract for cause under Section

D.4. of the Contract, or to consider such failure a Partial Default.

- E.23. Supplemental Conflict of Interest. The Contractor shall not have any owner, member of the board of directors, or member of the board of trustees of that Contract Agency who also holds any other position which may influence the placements provided to children in the plaintiff class of Brian A. v. Phil Bredesen. Such positions include, but are not limited to juvenile court judges, referees or other court officers involved in the individual cases of children in foster care.

- E.24. Requirements Bureau of TennCare. The Contractor must comply with the following requirements as stipulated in the agreement between The Department of Children's Services and the Department of Finance and Administration, Bureau of TennCare.

- a. The Contractor must disclose the following information in accordance with the Code of Federal Regulations, Title 42, Part 455, Subpart B:
 - (1) The name and address of each person with an ownership or control interest in the disclosing entity or in any subcontractor in which the disclosing entity has direct or indirect ownership of 5 percent or more;
 - (2) Whether any of the persons named, in compliance with paragraph (a)(1) of this section, is related to another as spouse, parent, child, or sibling;
 - (3) The name of any other disclosing entity in which a person with an ownership or control interest in the disclosing entity also has an ownership or control interest. This requirement applies to the extent that the disclosing entity can obtain this information by requesting it in writing from the person. The disclosing entity must—
 - (i) Keep copies of all these requests and the responses to them;
 - (ii) Make them available to the Secretary or the Medicaid agency upon request; and
 - (iii) Advise the Medicaid agency when there is no response to a request.
- b. The Contractor must furnish to the Medicaid Agency or to the Secretary on request, information related to business transactions in accordance with paragraph (1) of this section.
 - (1) The Contractor must submit, within 35 days of the date on a request by the Secretary or the Medicaid agency, full and complete information about:
 - (i) The ownership of any subcontractor with whom the Contractor has had business transactions totaling more than \$25,000 during the 12-month period ending on the date of the request; and
 - (ii) Any significant business transactions between the Contractor and any wholly owned supplier, or between the Contractor and any subcontractor, during the 5-year period ending on the date of the request.
- c. Before DCS enters into or renews a contract, or at any time upon written request by the Medicaid agency, the Contractor must disclose to DCS and the Medicaid agency the identity of any person who:
 - (1) Has ownership or control interest in the Contractor, or is an agent or managing employee of the Contractor; and
 - (2) Has been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid, or the title XX services program since the inception of those programs.

The Medicaid agency must notify the Inspector General of the Department of any disclosures made under paragraph (c) of this section within 20 working days from the date

it receives the information. The agency must also promptly notify the Inspector General of the Department of any action it takes on the provider's application for participation in the program.

- d. DCS or the Medicaid agency may refuse to enter into or renew an agreement with a Contractor if any person who has an ownership or control interest in the Contractor, or who is an agent or managing employee of the Contractor, has been convicted of a criminal offense related to that person's involvement in any program established under Medicare, Medicaid or the title XX Services Program.
- e. DCS or Medicaid agency may refuse to enter into or may terminate a Contractor agreement if it determines that the Contractor did not fully and accurately make any disclosure required under paragraph (c) of this section.
- f. Participation in the Medicaid program will be limited to Contractors who:
 - 1. Accept, as payment in full, the amounts paid by Medicaid or paid in lieu of Medicaid by a third party (Medicare, insurance, etc.);
 - 2. Maintain Tennessee, or the State in which they practice, medical licenses and/or certifications as required by their practice;
 - 3. Are not under a federal Drug Enforcement Agency (DEA) restriction of their prescribing and/or dispensing certification for scheduled drugs...;
 - 4. Agree to maintain and provide access to Medicaid and/or its agency all Medicaid recipient medical records for five (5) years from the date of service or upon written authorization from Medicaid following an audit, whichever is shorter;
 - 5. Provide medical assistance at or above recognized standards of practice; and
 - 6. Comply with all contractual terms and Medicaid policies as outlined in federal and state rules and regulations and Medicaid provider manuals and bulletins.

E.25. Supplemental Subcontracting In accordance with the Brian A. Settlement Agreement (specifically, the Racial Disparities Study conducted by Dr. Ruth McRoy) the Department is actively working towards decreasing the racial disparity between the service providers and the target service populations. To help correct this disparity, DCS strongly recommends, in situations where subcontracts are necessary, that the Contractor subcontract for services with minority owned or operated agencies that can assist the Contractor in meeting the needs of the children and families that are served. DCS requires that the Contractor join the Department's commitment to achieving diversity and in developing programs that reflect the diversity of the population that we serve.

E.26. Penalties. The following penalties shall apply:

- a. Failure to comply with notification requirements concerning changes of placement will result in forfeiture of the daily rate and amount equal to fifty (50) percent of the daily rate for each day the e-mail notification is delinquent.
- b. Placement of children in unapproved foster homes will result in forfeiture of the daily rate and amount equal to fifty (50) percent of the daily rate for each day the child resides in the foster home not in full compliance with DCS Policy 16.4.
- c. Failure to report changes in required licensure may result in the loss of federal funding to DCS. DCS will recoup any such federal funding losses from the Contractor.

IN WITNESS WHEREOF:

[CONTRACTOR LEGAL ENTITY NAME]:

[NAME AND TITLE]

Date

DEPARTMENT OF CHILDREN'S SERVICES:

Viola P. Miller Commissioner

Date

ATTACHMENT A

LEVEL III

LEVEL III Residential Treatment provides an interdisciplinary psychotherapeutic treatment program in a 24-hour a day facility for children and youth with serious emotional and/or psychological treatment needs and in need of intensive residential treatment facility. The agency provides intensive day treatment and an educational program.

1.0 POPULATION SERVED

- 1.1 Children have mental and behavioral health issues which require 24-hour intervention and supervision.
- 1.2 Children have been identified as having moderate to severe mental health treatment needs.
- 1.3 There is evidence of an impairment of functioning in the following settings: family, school, and community. Children in this population may have significant disturbances in environmental relationships such as severe disruptions of relationships within the family or with significant others and persistent maladjustment of peer and other social relationships or other influencing systems which interfere with learning and social development.
- 1.4 Children may have serious disturbance of affect behavior or thinking -- the potential for danger to self or others. There may be the evidence of serious developmental disturbances such as a failure to achieve or behavioral patterns with destructive psychological physical or social consequences.
- 1.5 The need for a staff secure setting where continuous supervision is provided.
- 1.6 The need for a therapeutic milieu to provide re-education, re-socialization, and/or psychotherapy.
- 1.7 Children may be of any adjudication type.
- 1.8 Children appropriate for this level of care may have medical or psychiatric disorders which require constant adult supervision such as an eating disorder, disordered thought process, brittle unstable diabetes, suicidal ideations, sexual impulse disorders or impulsive acts of aggression.
- 1.9 Children in need of this level of care may have substance abuse treatment needs but are not in need of medical de-toxification.
- 1.10 Children in this service type may need evaluation and assessment for medication and medication management.
- 1.11 Children may pose high risk for elopement, instability in behavior and mental health status, or acute episodes.
- 1.12 Children with primary diagnosis of mental retardation are evaluated on a case-by-case basis. Children with an IQ lower than 55, or who have adaptive functioning indicating moderate to severe mental retardation are not appropriate unless the agency is licensed for this service type.
- 1.13 Children appropriate for this level of care are not acutely suicidal, homicidal or have psychosis not controlled with medication. They do not have majors acts of violence or aggression such as rape, arson, assault with a deadly weapon, murder or attempted murder within the past six (6) months.
- 1.14 The agency may not reject children deemed appropriate for the scope of service.

2.0 PERSONNEL

- 2.1 The service has qualified personnel who can meet the developmental and therapeutic needs of all children accepted for care and services, their needs for protection and care, and the needs for their families for service.
- 2.2 Adequate care and supervision is provided at all times to assure that children are safe and that their needs are met, in accord with their developmental level, age, and emotional or behavioral problems, and include:
 - one or more on-duty Residential Counselors providing continuous supervision for each living group of five children or youth;
 - higher adult-child ratios during periods of greater activity; and
 - availability of additional or back-up child care personnel for emergency situations or to meet special needs presented by the children in care.
- 2.3 A social worker with an advanced degree from a program of social work education or a professional with an advanced degree in a related human service field and with experience in the delivery of family and children's services provides direct services and coordination with other agencies, as indicated in the service plan.
- 2.4 No more than seven experienced providers of Direct Care service report to one supervisor and the ratio is reduced to one to five when the workers are inexperienced or untrained.
- 2.5 The caseloads for personnel providing direct services do not exceed 1:5 ratio.
- 2.6 The agency has available the services of a licensed physician on at least an on-call basis to provide and/or supervise medical care on a 24-hour basis.
- 2.7 Depending on the needs of the children in care, the services of qualified professionals in various mental health disciplines, consultants and specialists in dentistry, medicine, nursing, education, speech, occupational and physical therapy, recreation, dietetics, and religion are available among the agency's personnel or through cooperative arrangements, and are integrated with the core services of the agency to provide a comprehensive program
 - regular and specialized education;
 - individual therapy - by a licensed clinician;
 - group therapy - by a licensed clinician;
 - family therapy - by a licensed clinician;
 - recreational programming;
 - specialized treatment services such as independent living training, values clarification, alcohol and drug intervention, sexual abuse, anger management;
 - alcohol and drug treatment by a Alcohol & Drug counselor with appropriate license or certification;
 - psychiatric: licensed psychiatrist on-site or available through local service as needed (psychiatric assessment, psychotropic review, crisis intervention).

3.0 SERVICE

- 3.1 The service provides group living experiences and a program of specialized services for each child accepted for care.
- 3.2 The service is provided through a team approach; the roles, responsibilities, and leadership of the team are clearly defined; and there is a system of task allocation among the team members for implementation of the service plan.
- 3.3 The service includes:
 - provision for meeting the child's dependency and developmental needs;
 - an individually planned group living program for the child; and
 - specialized services, such as alcohol and drug intervention, independent living skills training, as outlined in the child's permanency plan and/or treatment plan, to meet the child's individual needs, which are integrated with the child's daily living experience.
- 3.4 Child care personnel, as part of the service delivery team, are to provide to the children in care:

- nutritious meals and snacks, companionship, and an atmosphere that is pleasant and conveys dignity and respect for the child;
 - support and assistance, as needed, for positive participation in group living and community activities; provided individually or through daily process groups;
 - maintenance of an orderly daily life in which the child can develop and enhance positive personal and interpersonal skills and behaviors;
 - provision of personal needs such as clothing and an individual allowance;
 - the opportunity to participate in recreational activities and receive an educational program;
 - opportunities for spiritual development, respectful of the child's background and culture; and
 - opportunities to participate in family and neighborhood activities which are consonant with a child's ethnic and racial heritage.
- 3.5 Planning for stability and permanence in the care and provision of services to each child includes:
- engagement of the child's parents in the placement and planning process;
 - ongoing efforts to obtain parental participation in services;
 - assistance to the child's parents in resolving problems that necessitated the child's removal;
 - retention of the maximum feasible family involvement in the decision-making and maintenance of contact between the family and child (unless clearly contraindicated by the Child and Family Team); and
 - assistance with recruitment of an adoptive or a long-term support family, if indicated by the child's permanency plan.
- 3.6 A written plan of family involvement shall be developed at intake and updated no less than quarterly between the agency and the custodial department and will address but not be limited to the following issues:
- visitation guideline restrictions;
 - agency responsibilities for working with the family; and
 - state agency responsibilities for working with the family.
- 3.7 Services are provided throughout care to help the child to:
- understand and participate, where appropriate, in planning for services and setting goals for both the child and his or her parents and any changes in the plan as they occur;
 - resolve conflicts and achieve understanding relating to separation from family or other significant adults, feelings toward them, and prospects for returning home or living in another family;
 - continue the relationship with siblings and extended family through visits and shared activities;
 - understand the role of the child care professionals and other personnel and consultants who may be working with him or her;
 - understand and accept the group living environment and the relationships available there;
 - become familiar with community resources such as banks, employment and other government offices, recreational and educational organizations; and
 - prepare for discharge and reintegration into the family or other less restrictive setting.
- 3.8 Educational and recreational opportunities are made available through existing community resources.
- 3.9 Health services include:
- medical assessment and services consisting with EPSDT guidelines;
 - written summary of youth and family's known medical history, including immunizations, operations, childhood illnesses
 - documentation that the youth has received age-appropriate instruction regarding teen pregnancy prevention, AIDS prevention, and general information about the prevention and treatment of disease;
 - direct provision or referral for needed services; and
 - documentation of all medical services.

4.0 EDUCATIONAL LIAISON

- 4.1 Agency has a formal process for educational/school liaison and support.

- 4.2 Former school records are obtained promptly upon admission and up to date records are provided to the new school when the child is referred elsewhere.
- 4.3 Personnel from the residential center facilitate school transfers and provide consultation as needed to the professionals in off-campus educational settings.
- 4.4 Agency provides tutoring, academic enrichment or other services needed for the child to successfully achieve educational goals.

5.0 ON-GROUNDS EDUCATIONAL PROGRAM OF RESIDENTIAL CENTERS

- 5.1 The residential center has an educational program, approved by the Tennessee Department of Education and the Department of Children Services.
- 5.2 Former school records are obtained promptly upon admission and up to date records are provided to the new school when the child is referred elsewhere.
- 5.3 The resident who is assessed to be ready for placement in an off-campus school setting or to be mainstreamed in a regular classroom is placed in accord with the goals and timetables of their individual educational plan.
- 5.4 Personnel from the residential center facilitate school transfers and provide consultation as needed to the professionals in off-campus educational settings.

6.0 UTILIZATION REVIEW

- 6.1 The agency conducts utilization review activities in coordination with child and family team meetings to evaluate the necessity, appropriateness, quality and intensity of individual client services to facilitate permanency and less restrictive service delivery as soon as possible.
- 6.2 Utilization review focuses on:
 - appropriateness and effectiveness of client services;
 - necessity of continued service to clients; and
 - timely permanency.
- 6.3 Utilization review occurs at least every ninety days.